

PREDETERMINATION SETTLEMENT AGREEMENT

PARTIES TO THE SETTLEMENT AGREEMENT:

CP# 11-14-66609

HUD# 07-15-0127-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

ROBERT L. SCHEMMEL

3568 310TH Street

Dexter, Iowa 50070

DEBORAH G. SCHEMMEL

3568 310TH Street

Dexter, Iowa 50070

SARAH LEE BLIVEN

223 North Western Street

Stuart, Iowa 50250

COMPLAINANT

ANNA LOVE

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties:

Complainant alleged Respondents discriminated against her and her partner, Jennylee Fink, by failing to make timely repairs and attempting to evict them for non-payment of rent, which resulted in different terms and conditions of rental, based on sex or sexual orientation. Respondents own or manage the subject property, a 32-unit apartment complex located at 615 SW 7th Street, Apartment 27, Stuart, IA 50250.

A complaint having been filed by Complainant against Respondents with the Iowa Civil Rights Commission (hereafter referred to as the Commission) under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the "Iowa Civil Rights Act of 1965"

(ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. Respondents acknowledge the ICRA makes it unlawful to discriminate in the terms, conditions or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status. Iowa Code § 216.8(1)(b).

Respondents agree the Fair Housing Act (FHA) makes it unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, sex, familial status, or national origin. 42 U.S.C. § 3604(b).

#### Voluntary and Full Settlement

3. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

4. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

5. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

6. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

#### Disclosure

7. Because, pursuant to Iowa Code §216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

#### Release

8. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

#### Fair Housing Poster

9. Within thirty (30) of the execution of this Settlement Agreement, Respondents agree to place the federal Fair Housing Poster (English and Spanish) in each property management office, in a conspicuous location, easily viewable to tenants and prospective tenants. The Fair Housing Posters can be obtained online at:

[http://portal.hud.gov/hudportal/documents/huddoc?id=Fair\\_Housing\\_Poster\\_Eng.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Eng.pdf)

[http://portal.hud.gov/hudportal/documents/huddoc?id=Fair\\_Housing\\_Poster\\_Sp.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Sp.pdf)

Respondents also agree to send documentation to the Commission, verifying the fair housing posters have been posted, within ten (10) days of displaying the posters.

#### Relief for Complainant

10. Respondents agree not to seek any monies from Complainant for terminating her rental agreement before its July 31, 2015 expiration date. Respondents also agree they will not pursue recovery in small claims court or in any other process or proceeding for any monies Complainant may owe Respondents for unpaid rent, fees, cleaning or damages to apartment 27.

Specifically, Respondents agree to waive the \$4,860 in back rent owed for the rental period, November 1, 2013 through October 31, 2015.

Complainant agrees she will not pursue recovery of her rental deposit or any other type of compensation from Respondents in any other process or proceeding for any claim related to her tenancy at the subject apartment.

#### Reporting and Record-Keeping

11. Respondents also agree to send documentation to the Commission, verifying the fair housing posters have been posted, within ten (10) days of displaying the posters, as evidence of compliance with Term 9 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street

Des Moines, Iowa 50319

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Robert L. Schemmel, RESPONDENT

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Date

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Deborah G. Schemmel, RESPONDENT

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Date

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Sarah Lee Bliven, RESPONDENT

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Date

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Anna Love, COMPLAINANT

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Date

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Don Grove, Acting Executive Director

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Date

IOWA CIVIL RIGHTS COMMISSION

Total Value of Mediation Agreement to Complainant \$9,225 (\$4,860 back rent balance waived for time period November 1, 2013 through October 31, 2014) plus (\$4,365 in rent owed until lease expires on 7/31/15 for time period November 1, 2014 through July 31, 2015)